

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	10/01/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prize Logic LLC		10/01/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Clarus Commerce LLC		
Street Address:	500 Enterprise Drive		
Internal Address:	2nd Floor		
City:	Rocky Hill		
State/Country:	CONNECTICUT		
Postal Code:	06067		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5350683	PRIZELAB	
Registration Number:	5360051	PRIZELAB	
Registration Number:	4949927	PRIZELOGIC	
Registration Number:	4931843	PRIZELOGIC	
CORRESPONDENCE DATA			
Fax Number:			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6126728305		
Email:	Larina.Alton@maslon.com		
Correspondent Name:	Larina Alton		
Address Line 1:	90 So. 7th St.		
Address Line 2:	3300 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Larina Alton		
SIGNATURE:	/Larina Alton/		
DATE SIGNED:	02/28/2023		

OP \$115.00 5350683

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "**Assignment**") is made and entered into October 1, 2022, by and between **PRIZE LOGIC LLC**, a Michigan limited liability company, with a principal address of Two Towne Square, Southfield, MI, 48076 ("**Assignor**"), and **CLARUS COMMERCE LLC**, a Connecticut limited liability company, with a principal address of 500 Enterprise Drive, 2nd Floor, Rocky Hill, CT, 06067 ("**Assignee**"). Assignor and Assignee may be referred to in this Assignment individually as "**Party**" and collectively as "**Parties.**"

RECITALS

WHEREAS, Assignor is the owner of certain Trademarks as described on Schedule 1 attached hereto (the "**Trademarks**"); and

WHEREAS, in connection with the merger of Assignor into Assignee (the "**Merger**"), Assignee will become the owner of the Trademarks; and

WHEREAS, in connection with and as a result of the Merger, Assignor desires to assign its entire right, title and interest in and to the Trademarks including the goodwill symbolized by such Trademarks and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world, and Assignee desires to acquire such entire right, title and interest in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

ASSIGNMENT AND AGREEMENT

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, Assignor's entire right, title and interest in and to the Trademarks including the goodwill symbolized by such Trademarks and all rights to recover for past, present and future infringements and all rights corresponding thereto throughout the world; the same to be held and enjoyed by Assignee for its own use and on its own behalf, and for its legal representatives, successors, assigns and designees, as fully and entirely as the same would have been held by Assignor had this Assignment and sale not been made, for the United States and all foreign countries.

2. Protection and Enforcement. Assignor irrevocably designates and appoints Assignee as its agent and attorney-in-fact, to act for and in its behalf and stead to execute, register and file any such applications, and to do all other lawfully permitted acts to further the registration, prosecution and issuance of intellectual property rights associated with the Trademarks with the same legal force and effect as if executed by Assignor. Assignor further agrees to do all acts reasonably necessary to promptly assist Assignee in obtaining, transferring and/or assigning the Trademarks, including without limitation, executing such documents as Assignee may reasonably request.

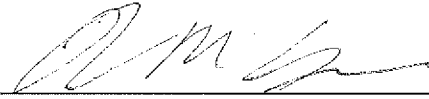
3. Miscellaneous. This Assignment shall be binding upon the Parties hereto and their successors. This Assignment will be governed by and construed under the laws reflected in the agreement underlying the Merger, without regard to conflicts-of-law principles that would require the application of

any other law. The provisions of this Assignment are severable. If any provision of this Assignment is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. The Parties agree that the Recitals contained herein are specifically incorporated into the Assignment by this reference. The undersigned further agree to cause any and all entities or otherwise, which are directly or indirectly controlled or influenced by the undersigned, to transfer the Trademarks.

IN WITNESS WHEREOF, the undersigned has signed this assignment as of the date hereof.

ASSIGNOR:

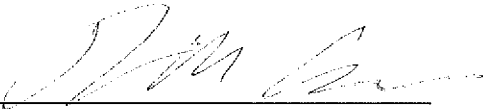
PRIZE LOGIC LLC

By: 

Its: President

ASSIGNEE:

CLARUS COMMERCE LLC

By: 

Its: President

SCHEDULE 1

Description of Trademarks

Name	Registration Number	International Class/Goods	Country of Issue
prizelab	5,350,683	Class 35 (Marketing and branding services, namely, providing customized communication programs to obtain consumer insights and develop branding strategies)	USA
 prizelab	5,360,051	Class 35 (Marketing and branding services, namely, providing customized communication programs to obtain consumer insights and develop branding strategies)	USA
 PRIZELOGIC	4,949,927	Class 35 (Advertising, marketing, and promoting the goods and services of others via strategic planning, creative ideation, execution, development and implementation of custom solutions for social media campaigns, sweepstakes, loyalty programs, contests, instant win games, and various other promotional tools that create results-driven promotions designed for the digital world.)	USA
PrizeLogic	4,931,843	Class 35 (Advertising, marketing, and promoting the goods and services of others via strategic planning, creative ideation, execution, development and implementation of custom solutions for social media campaigns, sweepstakes, loyalty programs, contests, instant win games, and various other promotional tools that create results-driven promotions designed for the digital world.)	USA